



**JAMES CITY COUNTY
Request For Proposal 14-6115
UNARMED AND ARMED SECURITY GUARD SERVICES**

DATE: October 4, 2013

ADDENDUM NO. 1

This Addendum provides responses to questions received from bidders.

The above referenced RFP is hereby amended and clarified as follows:

The following modifications, additions, or deletions are *hereby incorporated into the contract documents*.

QUESTIONS:

1. **Question:** Are there security camera's located inside or outside of building?

Response: No, we do not have cameras inside or outside the building.

2. **Question:** Is CPR certification of the Unarmed/Armed Security Officer a requirement under the new contract?

Response: Yes, CPR/First Aid Certification shall be required.

3. **Question:** What is the proposed start date under the new contract?

Response: New contract start date will be February 24, 2014.

4. **Question:** On pg. 23, #10 b, it is referencing a bid form for pricing. Is there a specific form you would require for proposed pricing to be included in RFP #14-6115?

Response: No, page 23 incorporates James City County's Standard Terms and Conditions. Note: Page 10, provides proposal submission guidelines.

5. **Question:** Please provide an approximate annual average of "as needed" security services for James City Services Authority and Williamsburg/James City County Public Schools for the previous year.

Response: No data is available.

6. **Question:** How many hours of extra coverage is typically requested each year?

Response: See Response #5.

7. **Question:** Are there known set events for this request?

Response: No

8. **Question:** How many of the request are same day request?

Response: See Response #5

9. **Question:** How many times are armed officers requested?

Response: We have not had a need for Armed this is a possible future need.

10. **Question:** Can you clarify Section III-14-7, No differential in pay for Federal, State or Local Holidays shall be made under the provisions of this contract. Does this mean you want a flat bill rate to include holidays?

Response: Yes, our offices are closed on holidays listed on page 8 of the RFP.

11. **Question:** Section XV, Compensation, Prices shall be firm for two years. Do you want us to quote you a rate of what we think our prices will be in 2015?

Response: Provide your proposed hourly rate schedule for services.

12. **Question:** Can the previous solicitation for security services and the proposal submitted by the current contractor be made available?

Response: Newport News Public Schools Cooperative Contract 001-0-2009/LHH was used for these services. Contract was negotiated with current vendor per specifications listed in this solicitation Page 8, Section IV. Specific Requirements for Social Services Building. (Attachment A & B)

13. **Question:** Are there specific locations in need of attention during outside building tours?

Response: No, only a walk around is required.

14. **Question:** Will services be provided to the Service Authority or the County Public Schools?

Response: No, not at this time. This is for possible future use.

15. **Question:** The statement of needs requires "the furnishing of other essential permanent and/or temporary services....on an 'as needed and requested basis'". With what frequency will these services be needed?

Response: See response #5 & 14.

16. **Question:** Could clarification be offered as to paragraph 18 on page 9:

"18. Contractor shall, at his/her own expense, whenever necessary or required, take such precautions as may be necessary to protect life, property and structures, and shall be liable for all damaged occasioned in any way, be his/her act or neglect, or that of his agents, employees, or workmen. Contractor shall protect all public and personal property and repair or replace any such property damaged or destroyed by him or his employees."

Response: Should an Agency employee act in a way that is careless, neglectful, in disregard for the protection of life or personal property he will be responsible for repair or replacement of damaged property.

ATTACHMENTS:

Attachment A: Current Contract

Attachment B: NNPS Cooperative RFP #001-0-2009/LHH

This Addendum 1 is incorporated into the RFP Documents and will be made part of the resulting contract. Please acknowledge receipt of this Addendum in the space provided in the RFP form section of the Request for Proposal.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

ATTACHMENT A
CURRENT CONTRACT



CONTRACT RENEWAL AUTHORIZATION

UNITED AMERICAN SECURITY, LLC
CONTRACT # 12-5239

This contract renewal is entered into pursuant to the provisions of the basic contract for **Unarmed Security Officer Services**. By mutual agreement the contract for Unarmed Security Officer Services is renewed for the period August 24, 2013 through February 23, 2014, in accordance with the Newport News Public Schools Cooperative Contract 001-0-2009. The terms and conditions of the original contract remain unchanged and in full force and effect.

United American Security, LLC

JAMES CITY COUNTY

By: Jill B. Jones
Jill B. Jones
print name

Title: Branch manager

Date: 8/14/13

By: Kitty Hall
Kitty Hall

Title: Purchasing Director

Date: 8/14/13



United American Security, LLC

James City County Human Services



UNITED AMERICAN SECURITY, LLC

1520 Stone Moss Court Suite 301 Virginia Beach,
VA 23462

757-495-0145/757-495-0147
1-866-371-0174

May 7, 2012

Linda Hodges
Senior Buyer
James City County Purchasing Office
101-F Mounts Bay Road
Williamsburg, VA 23185

Dear Ms. Hodges:

Thank you for inviting me to present **United American Security, LLC to James City County HSB**. Through this presentation, we hope you arrive at three important conclusions.

- Our client support philosophy centers on **availability** and **accountability**. The same management team making this proposal will be constantly **accessible** to their clients and **accountable** for the level of service provided. **We genuinely care about our clients.**
- Our people know they belong to a professional organization concerned with not only their working conditions but also their individual career path. **We genuinely care about our people.**
- Lastly, our management is experienced enough to realize in our industry, more than any other, you get exactly what you pay for. The wage rates requested are what we realistically believe are required to recruit and tenure quality security officers. **We understand our industry.**

United American Security, LLC would appreciate the opportunity to demonstrate our client service oriented style to **James City County HSB**. Should you have any further requests or questions, or if I can help in any way, please do not hesitate to let me now.

Sincerely,

D. Scott Leonard
President, Mid-Atlantic Group
United American Security, LLC.

UNITED AMERICAN SECURITY EXECUTIVE SUMMARY

EXECUTIVE SUMMARY

United American Security is a dramatically different security service provider primarily because of the following founding concepts selected from our presentation:

- The most important key to operational success at any account is the tenure of quality security officers. We create tenure by providing each and every officer the opportunity to receive medical, dental, vision, life and AD&D coverage. We also pay each officer six paid holidays per year. We additionally quote wages we realistically know will tenure these officers. To consider this approach revolutionary for the service industry would be an understatement.
- Management response to clients is second to none in the industry. Maximum management exposure at each and every account pays big dividends in overall client satisfaction. United American Security customers have a 24 hour, seven-day a week response capability. Our clients could not possibly find a more service oriented management team anywhere in the industry.
- All marketing efforts come from management, the same management responsible for the overall service of the account. When our management sits in front of prospective clients, it will be the same management responsible for the services of the account.
- Every layer of management in our firm is keenly conscious of the fact that our most critical evaluation comes from our officers on post. To what extent we take care of our people is the most significant judgment to be made on our ability as managers. It is a simple industry; take care of your people and they will take care of your customer.
- Our management will differentiate themselves from their competitors by virtue of one very simple premise; we will do what we say we are going to do.

UNITED AMERICAN SECURITY

SCREENING AND PLACEMENT PROGRAM

The mission of United American Security is to recruit, train and tenure only the very best people. Listed below is a quick overview of the program.

- Step 1:** Personal interview.
- Step 2:** A thorough examination of the applicant's background, including verifications of prior employment, education, and personal references.
- Step 3:** Mandatory drug testing required, regardless of assignment or position within the company.
- Step 4:** Placement receives critical attention utilizing the Client/Security Officer Profile.

SCREENING AND PLACEMENT

Step 1: The Interview

United American Security has a well-trained staff to perform an in-depth interview. After careful review of the applicant's information, the background investigation described in Step 3 and the Site-Selection described in Step 4 begins. The objective is to develop a list of post characteristics and skills to match a person with that post description, while also providing the Security Officer a job matching his/her skills and experience.

Step 2: Background Investigation

Criminal background investigations will be conducted through local, state, and federal levels. If a prospective employee did well in the interview stage but falsified their application, they may be assigned to a client's facility several weeks before security management receives returned fingerprints. Suppose these return records were to alert security management of the presence of several larceny convictions in local counties. They have inadvertently assigned a potential thief to your facility. This has been a major problem within our industry.

United American Security management however, is capable of taking additional measures to remedy faults within this system. We are capable of conducting a computerized employee background investigation. Immediately following the initial interview, successful applicants are submitted through Internet subscription.

Invariably within twenty-four hours we receive, also from the Internet, a detailed report providing criminal record (local, state, federal), driving records (multiple DUI convictions indicate a substance abuse problem) and a thorough credit check.

Having personally witnessed credit-burdened honest people make mistakes, this is an added deterrent against Security Officer related theft. Utilizing this extremely quick system prevents surprises when the prints are returned and insulates our clients from potential hazards. We know whom we have employed before they are assigned to your facility.

SCREENING AND PLACEMENT

Step 3: Drug Screening

United American Security has a strongly established drug-screening program.

The program provides for drug screening to be used for the following three purposes:

1. **Pre-assignment Drug Testing** - United American Security' program includes pre-employment testing. All United American Security employees assigned to client facilities will have undergone test with negative results.
2. **Testing for Cause** - To reaffirm United American Security "Drug Free Policy", any employee who causes or contributes to an on-the-job accident or "a near miss" in which injuries or serious property damage results, or the potential for such existed, will be tested for cause.
3. **Random Testing** - United American Security' personnel will be subject to a random drug screen each year. Approximately 10% of the number of United American Security officers working at a facility will be tested annually. The method of selection for random testing will be determined within the security partnership, jointly between the client and United American Security management.

Test Results - United American Security' employees who have tested positive and fall within U.S. Department of Health and Human Services Guidelines will not be permitted to work. Prospective employees who test positive for drugs will be considered ineligible for employment. Current employees who test positive or refuse to submit to testing shall be prohibited from returning to the site indefinitely and are subject to immediate dismissal.

Right to Audit - United American Security understands and agrees to provide proof of drug screening to our customers anytime it's requested.

NIDA Certified Testing - United American Security' drug screening is performed in accordance with National Institute of Drug Awareness guidelines. The screen profile used includes Amphetamines, Barbiturates, Benzodiazapines, Cocaine, Marijuana, Methadone, Methaqualone, Opiates, Phencyclidine, and Propoxyphene.

We know whom we have employed before they are assigned to your facility.

Step 4: Placement

United American Security incorporates the philosophy of placing security personnel by contract. The Client/Security Officer Profile is the tool used to better evaluate an applicant for service. We attempt to draw the applicants from the community in which we service. Local residents are often aware of the changing security climate within their community. This knowledge can be applied in the execution of a Security Officer's duties, greatly increasing his/her value.

UNITED AMERICAN SECURITY

TRAINING PROGRAM

TRAINING PROGRAMS DESIGNED TO ENSURE JOB KNOWLEDGE

Step 1: Classroom Training

United American Security classroom training provides our officers with an excellent primer to begin a career in the security industry. A variety of classroom subjects ranging from emergency first aid to an effective patrol round will be carefully taught by our state certified instructor.

Each security officer must complete a full eight-hour training program. An instructor who is on staff with United American Security conducts the training. The training criteria consists of the following topics:

1. Introduction to Private Security.
2. Report Writing.
3. Legal Liability Issues.
4. Patrol Techniques
5. CPR/First Aid.

Step 2: Post Specific Training Security Operations Manual

Our management team, in a mutual effort with our clients, develops an explicit set of post instructions for each position within a facility. These post instructions, or Security Operations Manuals, combine our client's desires and expectations with United American Security management consultation. This allows our firm to develop a Security Operations Manual to ensure the most out of each man-hour. Our company utilizes a myriad of training programs but individual post instruction receives the bulk of our efforts.

Once on site, each security officer will receive training by road supervision or site supervision. This break-in training will continue until management receives an adequate comfort level with the officer's knowledge of their post. Training continues throughout an officer's assignment. Each and every visit from road supervision will ensure proper appearance as well as thorough security operations manual familiarization.

Our field supervisors quiz our officers directly from the security operations manual. Any deficient areas are reported in the Field Supervisor Inspection Form. Remedial training will occur on future visits until the officer has thorough post knowledge. If an officer is unable to grasp particular instructions at a post, it may necessitate his/her removal.

Why all this emphasis on Security Operations Manual familiarization? Our experience has taught us that situations will arise demanding instinctive reactions from our officers. When a bomb threat call is on the line, our officers do not have time to search the Security Operations Manual index to find a bomb threat checklist. They have to know what to ask, when to ask, and how to ask. Keeping the caller on the line is generally the difference between success and failure and demands security is sure of what they are doing.

Each United American Security Operations Manual contains instructions for handling many of these situations and the training to be familiar is continuous.

Topics covered in the Security Operations Manual include:

- Emergency First Aid
- CPR training and certification
- Fire and safety procedures
- Powers of arrest
- Search and seizure
- United American Security policy and procedure
- Reports: written and verbal communication
- Uniform and general appearance requirements
- Responsibility

UNITED AMERICAN SECURITY, LLC.
1520 Stone Moss Court Suite 301
Virginia Beach, VA 23462

QUALITY CONTROL PLAN:

PROCEDURE:

Objectives to be accomplished during a pre-start meeting are:

1. Familiarize the team with the duties, responsibilities and level of visibility associated with security personnel assigned to this account.
2. Determine any special qualifications which may apply in reference to the type of personnel which may be assigned to this account.
3. Ascertain whether the client would entertain, or recommend any incumbent personnel from the previous security company.
4. Analyze the physical layout of the account.
5. Verify and coordinate all pre-employment requirements.

The primary objectives to be accomplished during the conduct of the company profile are as follows:

1. Identify any additional operational risks, liability exposures or safety and health concerns existing at the account which warrant attention.
2. Examine security responsibilities in an attempt to determine the qualities needed in an Account Supervisor or Facility Supervisor and whether one can be appointed through promotion from another existing account.
3. Attempt to acquire any written post duties, responsibilities and expectations of the Security Officer.
4. Determine any additional equipment which will be required to start the account.
5. Identify what training will be required for officers assigned to the account.
6. Obtain the emergency telephone numbers and names of client representatives so the client information is available to United American Security.
7. Review with the client the terms and procedures for payment of invoices. Provide the client with a sample of the invoice.
8. Prepare and initial the Customer Profile form along with the client.

The Operations Manager will assemble a work schedule in conjunction with the Account Supervisor. The Operations Manager will verify each scheduled post/shift by contacting

the Security Officer via telephone, informing him/her of their first weeks schedule and instructing him/her to be at the client site in uniform at the time and date of the account start for training. This will be done for each Security Officer assigned to the schedule for the client site. Prior to the first shift of the new account, the Operations Manager will ensure that the following has been assembled and in place:

1. Initial chronological post duties for each post and shift to be worked at the site.
2. General duties and responsibilities for Security Officers assigned to this account.
3. A complete and accurate Account Information Directory Sheet.
4. Do's and Don'ts for security personnel assigned to this account (parking, time cards, etc.).
5. Prepare a map of the facility location so United American Security Corporate Office will have a copy on file to use when directing security personnel to the account.
6. An emergency call card for the client filled out and on file at United American Security Corporate Office.

The Operations Manager will be at the site for the start of the account to accomplish the following objectives:

1. Install/secure all required equipment.
2. Establish a working security post with schedules posted, post duties available and an appropriate stockpile of forms, etc.
3. If available, introduce all Security Officers working at the account to the Client Representative.
4. Train all personnel by familiarizing them with the site, their duties, and client expectations.

Upon completion of the pre-assignment training, the Operations Manager will release all Security Officers with the exception of those scheduled to work that given shift. Once the Operations Manager feels comfortable with the shift's performance, he/she will depart the site.

The Operations Manager will follow-up with the client and assigned security officers, several times during the first five days to review start-up process and address any operational concerns that arise during this period. Finally, within the first 30 days of servicing the account, the Post Orders will be completed. One copy of the completed manual will be placed at every active security post at the site, one copy will be given to the Client Representative and one copy kept on file in the District Office.

The Operations Manager will arrange to have the first invoice for each new account, delivered to him/her, from the Accounting Supervisor, review the invoice to ensure its accuracy in all areas.

CLIENT QUALITY SERVICE REPORT AND CUSTOMER PROFILE:

Quality of service and service satisfaction are proportionate to the level of communication that exists between our clients and our management staff. To maximize the communication potential between us, United American Security has developed its Client Quality Service Report.

The Client Quality Service Report was designed to solicit greater feedback from the client and reduce the potential for misunderstanding the client's perception of service quality. As a result, management of the account will be more efficient and effective.

PROCEDURE

Client Quality Service Report is to be provided to each client. The CQSR should be hand delivered at the start-up meeting by the operations official, with a complete explanation of the program being provided to the client.

Client Quality Service Report

The CQSR when properly completed will serve as the primary service quality measurement tool for the individual account.

- a. Document instructions
 1. Once each month the operations management official is to arrange a face to face meeting with the client, for the purposes of completing the document.
 2. The operations management official is to complete the following information, prior to the meeting.
 - a. date
 - b. client
 - c. client representative's name
 - d. United American Security Manager
 - e. United American Security Operations Manager

UNITED AMERICAN SECURITY, LLC. CLIENT QUALITY SERVICE REPORT

CLIENT REPRESENTATIVE:

MANAGER:

DATE:

SITE:

RATING KEY:	5-Excellent	4-Good	3-Fair	2-Needs Attention	1-Poor
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SECURITY OFFICER	N/A	5	4	3	2	1		MANAGEMENT RATING	N/A	5	4	3	2	1
Quality of Reports	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Responsiveness to your needs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Attention to Duty	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Returns your call promptly	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Officer Attitude	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Checks regarding quality issues	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Training	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Understands your requirements	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Uniform Appearance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Quality of Post Orders	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Follow-up on issues	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Control of Officer turnover	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

FIELD SUPERVISOR	N/A	5	4	3	2	1		MATERIAL & EQUIPMENT	N/A	5	4	3	2	1
Maintains Post Staffing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Site property accounted for	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Site Supervisor rating	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Control of telephone use	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Timely Reports	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Equipment cared for	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Field Supervisor's rating	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Key Control	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

OVERALL EVALUATION OF SERVICE	<input type="checkbox"/> Excellent	<input type="checkbox"/> Good	<input type="checkbox"/> Fair	<input type="checkbox"/> Needs Attention	<input type="checkbox"/> Poor
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CLIENT COMMENTS:

Client Signature:	<input type="checkbox"/> Please have VP, Operations call

MANAGEMENT COMMENTS:

Client Signature:	Date:



Qualifications and Experience of Key Personnel

Scott Leonard/ Mid-Atlantic Group President

- *Fifteen years experience in owning, operating, and managing security companies
- *Founded Leonard Security Services in 2001 which recently merged with United American Security
- *Retired Norfolk Police Officer
- *Eight Years Naval Service as Master at Arms

Jill Jones/Branch Manager

- *Seven years management experience working within the security industry
- *Bachelors of Science/Education Point Park University, Pittsburgh PA

Jim Bergamotto/Branch Manager

- *Twenty years Owner and Chief Executive Officer in the security industry
- *Thirty four years experience in security management and supervision

Bob Gemmel/Operations Manager

- *US Navy Retired Chief Petty Officer- 20 years as a Navy Seal team member
- *Ten years with the Pennsylvania Dept. of Corrections
- *Five years experience in security management and supervision

Tom Young/Human Resources

- *VA DCJS Compliance Officer
- *US Naval Academy graduate
- *US Navy Retired Commander-26 years

UNITED AMERICAN SECURITY, LLC.

References at a Glance

Northern Virginia Mental Health Institute

3302 Gallows Road
Falls Church, VA 22042
Charles Schefflien
Purchasing Officer
703-207-7115

Hampton Newport News Community Services Board

300 Medical Drive
Hampton, VA 23666
Scott Elmer
Procurement Administrator
757.788.0065

Virginia Beach Psychiatric Center

1100 First Colonial Road
Virginia Beach, VA 23454
J. Frank Gallagher, III
CEO, Director
757-496-4501

Goodwill Industries

6301 Midlothian Turnpike
Richmond, VA 23225
Bill Forbes
Assests Protection
804.521.4993

UNITED AMERICAN SECURITY
COST FOR SERVICES

JAMES CITY COUNTY HSB

On the following chart, you will see our rates indicating what the security personnel would receive in wages compared to rates charged for our services.

50 Hours per week/Unarmed

Position	Wage	Straight Time Billing Rate	Premium Time Billing Rate
Security Officer	\$9.00	\$14.00	\$21.00

The cost for services includes the following features and support:

Radios
Classroom Training
Local Office

Background Investigations
Drug Testing
Local, Stable Management

Estimated Annual Security Expense

Barring unforeseen security emergencies and based upon the pricing above, here is an estimate of James City County Human Services Board's weekly, monthly and annual security costs. Total annual costs may vary slightly, up or down, depending on the use of such coverage.

Weekly	\$ 700.00
Monthly	\$ 3,033.33
Annual	\$ 36,400.00

PRODUCER 708.452.1700 FAX 708.452.1777 Izzo Insurance Services, Inc. 7234 W. North Avenue Elmhurst Park, IL 60707-4200		04/16/2012	
INSURED United American Security, LLC Industrial Security Services, LLC 7610 Falls of Neuse Suite 290 Raleigh, NC 27615		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Interstate Fire & Casualty Co.	22829
		INSURER B: National Surety Corporation	21881
		INSURER C: Zenith Insurance Co.	13269
		INSURER D:	
		INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Errors & Omissions GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PSG1000249	04/16/2012	04/16/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ INCLUDED	
	B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	MXA80290346	04/16/2012	04/16/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	USG1000114	04/16/2012	04/16/2013	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$ \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below OTHER		M1107401	04/16/2012	04/16/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

CANCELLATION

THIS CERTIFICATE INDICATES CURRENT COVERAGE. WHEN A CONTRACT IS AWARDED, A PERSONALIZED CERTIFICATE CAN BE ISSUED ON REQUEST.

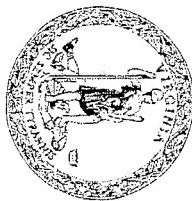
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Karen Izzo/ELAINE

Karen Izzo

Commonwealth of Virginia



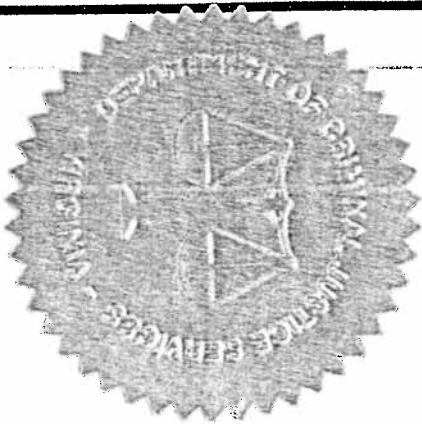
Department of Criminal Justice Services
certifies that

United American Security, LLC
T/A: United American Security, LLC

has complied with Chapter 27,
Title 9, Code of Virginia
Providing for Licensing as a

Private Security Service Business

BU01 Security Officer Services



11-6404

License ID #

05/31/2014

Expiration Date

Lean D. Baker, Jr.

Director, Division of Regulatory Affairs

Vendor ID # 680044

ATTACHMENT B
NEWPORT NEWS PUBLIC SCHOOLS
RFP #001-0-2009/LHH



REQUEST FOR PROPOSALS

Newport News Public Schools

ISSUING OFFICE:

DATE: July 7, 2008

PURCHASING DEPARTMENT
12465 WARWICK BOULEVARD
NEWPORT NEWS, VA 23606-3041
TELEPHONE: (757) 591-4525
FAX: (757) 591-4634

Attention of Offeror is Directed To Section
2.2-4367 to 2.2-4377 Code of Virginia
(Ethics In Public Contracting)

SEALED PROPOSALS will be received in the Issuing Office above until Closing Date and Closing Time as specified in this solicitation including any addenda issued by this office. Newport News Public Schools is not responsible for late delivery by U.S. Postal mail or other couriers. All inquiries for information regarding this Request for Proposal are to be directed to the Issuing Office as defined herein.

COMMODITY: Unarmed Security Officer Services NIGP CODE: 990:46

PLEASE FILL IN OFFEROR'S NAME & ADDRESS
IN THE SPACES PROVIDED BELOW:

THIS IS NOT AN ORDER

RFP ITEM NO.
001-0-2009/LHH

PROCUREMENT OFFICER

Linda H. Hodges, CPPB

CLOSING DATE
July 24, 2008

CLOSING TIME
2:00 P.M.

PREPROPOSAL CONFERENCE
NONMANDATORY
DATE: July 17, 2008
TIM 10:00 A.M.

THE SCHOOL BOARD OF THE CITY OF NEWPORT NEWS, HEREAFTER REFERRED TO AS NEWPORT NEWS PUBLIC SCHOOLS (NNPS), RESERVES THE RIGHT TO ACCEPT OR REJECT ANY AND ALL PROPOSALS IN WHOLE OR IN PART AND WAIVE ANY INFORMALITIES IN THE COMPETITIVE NEGOTIATIONS PROCESS. FURTHER, NNPS RESERVES THE RIGHT TO ENTER INTO ANY CONTRACT DEEMED TO BE IN ITS BEST INTEREST. THE ENTIRE CONTENTS OF THE REQUEST FOR PROPOSALS, ANY ADDENDA, OFFEROR'S PROPOSAL AND NEGOTIATED CHANGES SHALL BE INCORPORATED BY REFERENCE INTO ANY RESULTING CONTRACT.

NNPS DOES NOT DISCRIMINATE AGAINST FAITH-BASED ORGANIZATIONS.

DESCRIPTION OF GOODS/SERVICES

Unarmed Security Officer Services for Newport News Public Schools

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1____ #2____ #3____ #4____ (Please Initial)

IN COMPLIANCE WITH THIS SOLICITATION AND TO ALL THE CONDITIONS IMPOSED HEREIN, THE UNDERSIGNED AGREES TO PERFORM ANY CONTRACT AWARDED AS A RESULT OF THIS SOLICITATION. THE FOLLOWING SECTION SHALL BE SIGNED BY AN AGENT AUTHORIZED TO BIND THE COMPANY. FAILURE TO EXECUTE THIS PORTION MAY RESULT IN PROPOSAL REJECTION.

Authorized Agent:

Signature

Type or Print Name

Email Address

Telephone Number

Fax Number

Company FEI/FIN#

ANTI-COLLUSION/NONDISCRIMINATION/DRUG-FREE WORKPLACE REQUIREMENTS

ANTI-COLLUSION CLAUSE:

IN THE PREPARATION AND SUBMISSION OF THIS PROPOSAL, SAID OFFEROR DID NOT EITHER DIRECTLY OR INDIRECTLY ENTER INTO ANY COMBINATION OR ARRANGEMENT WITH ANY PERSON, FIRM OR CORPORATION, OR ENTER INTO ANY AGREEMENT, PARTICIPATE IN ANY COLLUSION, OR OTHERWISE TAKE ANY ACTION IN VIOLATION OF THE SHERMAN ACT (15 U.S.C. SECTION 1), SECTIONS 59.1-9.1 THROUGH 59.1-9.17 OR SECTIONS 59.1-68.6 THROUGH 59.1-68.8 OF THE CODE OF VIRGINIA.

THE UNDERSIGNED OFFEROR HEREBY CERTIFIES THAT THIS AGREEMENT, OR ANY CLAIMS RESULTING THEREFROM, IS NOT THE RESULT OF, OR AFFECTED BY, ANY ACT OF COLLUSION WITH, OR ANY ACT OF, ANOTHER PERSON OR PERSONS, FIRM OR CORPORATION ENGAGED IN THE SAME LINE OF BUSINESS OR COMMERCE; AND, THAT NO PERSON ACTING FOR, OR EMPLOYED BY, NNPS HAS AN INTEREST IN, OR IS CONCERNED WITH, THIS PROPOSAL; AND, THAT NO PERSON OR PERSONS, FIRM OR CORPORATION OTHER THAN THE UNDERSIGNED, HAVE, OR ARE, INTERESTED IN THIS PROPOSAL.

DRUG-FREE WORKPLACE:

DURING THE PERFORMANCE OF THIS CONTRACT, THE SUCCESSFUL OFFEROR AGREES TO (I) PROVIDE A DRUG-FREE WORKPLACE FOR THE SUCCESSFUL OFFEROR'S EMPLOYEES; (II) POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, A STATEMENT NOTIFYING EMPLOYEES THAT THE UNLAWFUL MANUFACTURE, SALE, DISTRIBUTION, DISPENSATION, POSSESSION, OR USE OF A CONTROLLED SUBSTANCE OR MARIJUANA IS PROHIBITED IN THE SUCCESSFUL OFFEROR'S WORKPLACE AND SPECIFYING THE ACTIONS THAT WILL BE TAKEN AGAINST EMPLOYEES FOR VIOLATIONS OF SUCH PROHIBITION; (III) STATE IN ALL SOLICITATIONS OR ADVERTISEMENTS FOR EMPLOYEES PLACED BY OR ON BEHALF OF THE SUCCESSFUL OFFEROR THAT THE SUCCESSFUL OFFEROR MAINTAINS A DRUG-FREE WORKPLACE; AND (IV) INCLUDE THE PROVISIONS OF THE FOREGOING CLAUSES IN EVERY SUBCONTRACT OR PURCHASE ORDER OF OVER \$10,000, SO THAT THE PROVISIONS WILL BE BINDING UPON EACH SUSUCCESSFUL OFFEROR OR VENDOR.

FOR THE PURPOSE OF THIS SECTION, "DRUG-FREE WORKPLACE" MEANS A SITE FOR THE PERFORMANCE OR WORK DONE IN CONNECTION WITH A SPECIFIC CONTRACT AWARDED TO A SUCCESSFUL OFFEROR IN ACCORDANCE WITH FEDERAL LAW, THE EMPLOYEES OF WHOM ARE PROHIBITED FROM ENGAGING IN THE UNLAWFUL MANUFACTURE, SALE, DISTRIBUTION, DISPENSATION, POSSESSION OR USE OF ANY CONTROLLED SUBSTANCE OR MARIJUANA DURING THE PERFORMANCE OF THE CONTRACT.

EMPLOYMENT DISCRIMINATION BY THE SUCCESSFUL OFFEROR SHALL BE PROHIBITED:

1. DURING THE PERFORMANCE OF THIS CONTRACT, THE SUCCESSFUL OFFEROR AGREES AS FOLLOWS:

- a. THE OFFEROR, SHALL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF RACE, RELIGION, COLOR, SEX, NATIONAL ORIGIN, AGE, DISABILITY, OR ANY OTHER BASIS PROHIBITED BY STATE LAW RELATING TO DISCRIMINATION IN EMPLOYMENT, EXCEPT WHERE THERE IS A BONA FIDE OCCUPATIONAL QUALIFICATION REASONABLY NECESSARY TO THE NORMAL OPERATION OF THE SUCCESSFUL OFFEROR. THE SUCCESSFUL OFFEROR AGREES TO POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, NOTICES SETTING FORTH THE PROVISIONS OF THIS NONDISCRIMINATION CLAUSE.
 - b. THE SUCCESSFUL OFFEROR, IN ALL SOLICITATIONS OR ADVERTISEMENTS FOR EMPLOYEES PLACED BY OR ON BEHALF OF THE SUCCESSFUL OFFEROR, SHALL STATE THAT SUCH SUCCESSFUL OFFEROR IS AN EQUAL OPPORTUNITY EMPLOYER.
 - c. NOTICES, ADVERTISEMENTS, AND SOLICITATIONS PLACED IN ACCORDANCE WITH FEDERAL LAW, RULE OR REGULATION SHALL BE DEEMED SUFFICIENT FOR THE PURPOSE OF MEETING THE REQUIREMENTS OF THIS SECTION.
2. THE SUCCESSFUL OFFEROR WILL INCLUDE THE PROVISIONS OF THE FOREGOING PARAGRAPHS A, B, AND C IN EVERY SUBCONTRACT OR PURCHASE ORDER OF OVER \$10,000, SO THAT THE PROVISIONS WILL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR.

Name and Address of OFFEROR:

Date: _____ Authorized Signature _____

Printed Name: _____ Title: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

Federal Tax Identification Number/Social Security Number: _____

Is Offeror a "minority" business? ☐ Yes ☐ No If yes, please indicate the "minority" classification below:
☐ African American ☐ Hispanic American ☐ American Indian ☐ Eskimo ☐ Asian American ☐ Aleut ☐ Other; Please Explain:
Is Offeror Woman Owned? ☐ Yes ☐ No
Is Offeror a Small Business? ☐ Yes ☐ No
Is Offeror a Faith-Based Organization? ☐ Yes ☐ No

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I. PURPOSE

The purpose of this RFP is to seek sealed proposals from qualified sources to establish a contract through competitive negotiations with a responsive, responsible contractor for unarmed security officer services for Newport News Public Schools Transportation Facilities and to furnish other essential permanent and/or temporary security officer services as required by NNPS.

Newport News Public Schools Newport News, Virginia

Newport News is the fourth largest city in the Norfolk-Virginia Beach-Newport News Metropolitan/consolidated Statistical Area (MSA)--Hampton Roads. It is the fifth largest city in Virginia with a 2000 population estimated at 180,150. Newport News has been growing at an annual rate of 0.5% since 1990. The City is 22 miles long and 4 miles wide and encompasses a total area of 69.2 square miles. The 2007-2008 City budget totals \$306,639,714.

Newport News is part of a dynamic metropolitan region. Besides Newport News, the region contains 5 other cities with a population greater than 100,000. The region now has a population of more than 1.5 million and grew at a 1.17% annual rate from 1990 to 2000. Hampton Roads is the 31st largest MSA in the nation. Its effective buying power (EBI) according to Sales, Marketing and Management is more than \$20.8 billion.

Demographically, Newport News is in many ways typical of metropolitan America. It contains within its boundaries an urban core, a ring of older, settled neighborhoods and newer suburban development. Its citizens' age, educational, occupational and socio-economic characteristics by and large reflect the typical American demographic profile. The population in Newport News is younger, somewhat better educated and slightly more white collar than the national average. The City's demographic data may be accessed via the hyperlinks below:

[Census Data Summary](#)

[Population and Income Updates](#)

[Trends and Projections](#)

[Regional Demographics](#)

Newport News Public Schools

Based on the Commonwealth of Virginia Department of Education's (DOE) 2004-2005 Fall Membership Report, NNPS is the ninth largest school division in the Commonwealth with approximately 33,000 students. NNPS is an urban school system educating children in 4 early childhood centers, 26 elementary schools, 9 middle schools, and 6 high schools. NNPS also provides programs for at-risk students in addition to special education programs. A listing of NNPS and its locations may be accessed via NNPS' official web site at <http://sbo.nn.k12.va.us/schools>.

II. SCOPE OF WORK

The scope of work shall include providing temporary security officer services for NNPS Transportation Department and to furnish other essential permanent and/or temporary security officer services as required by NNPS on an "as needed basis."

I. **Specific Requirements:**

The following requirements represent NNPS's expectation from the Contractor:

- A. Contractor shall provide routine security officer duties as required and shall include the conduct of systematic patrols and inspections, the monitoring of unattended building system equipment, monitoring of all vehicle assets, providing safety escort from buses to personal vehicles for employees returning to facilities after work hours and while on duty.
- B. Contractor shall provide routine patrols and inspections of buildings and grounds to assure the safety of personnel and to prevent damage to or loss of properties, equipment, material and supplies as a result of fire, theft, flooding, vandalism, storms or other controllable reasons.
- C. Contractor shall provide and prepare essential security records and reports, the notification of designated and responsible person(s) of all observed and/or suspected security violations and/or unusual occurrences and the preparation and submission of depositions and testimony as deemed necessary by appropriate authorities.

- D. Contractor shall be responsible for unattended building system equipment monitoring, as required by these specifications, and promulgated separate building SOP (Standard Operating Procedures) orders shall include conducting visual and audio checks and notifying designated NNPS staff that are responsible of any and all equipment malfunctioning indicators and/or unusual occurrences. Specific items of equipment and malfunctioning indicators to be reported shall be provided within building and/or facility Special Security Officer Orders.
- E. Contractor shall have and maintain a twenty-four (24) hour mobile and/or stationary communication operations center for the purpose of contacting and dispatching of emergency security officer and/or supervisory personnel when requested by the Director of Transportation or his designee (electronic answering devices are not acceptable).
- F. Contractor shall provide 2 way communications for each post so that uninterrupted communication is maintained with the communication center during normal work hours.
- G. Contractor shall furnish complete uniforms and personal equipment used in fulfilling the intent of these specifications. Security officer uniforms shall be a standard security uniform or pre-approved substitute by the Director of Transportation. The uniforms must be matching, neatly fitted, pressed; clean and serviceable at all times when security personnel are at their duty station, faded, worn, miss-matched or damaged uniforms will not be used by any Security offices at anytime.
- H. The contractor shall at his own expense, whenever necessary or required, take such precautions as may be necessary to protect life, property and structures, and shall be liable for all damaged occasioned in any way, be his act or neglect, or that of his agents, employees, or workmen. Contractor shall protect all public and personal property and repair or replace any such property damaged or destroyed by him or his employees.
- I. Any and all contractor furnished material and equipment required by these specifications shall remain the property of the contractor and shall be returned to same upon demand of the contractor or within five (5) working days of termination of this security officer services agreement. Any and all completed records and reports generated in the fulfillment of the intent of these specifications are the property of Newport News Public Schools Transportation Department and shall be rendered to same as prescribed in the appropriate SOP (Standard Operating Procedures) orders and/or as requested by the Newport News Public Schools Transportation Department and or upon termination of this service agreement.
- J. Periodic Progress Meetings
 - 1) The Director of Transportation for NNPS and other School Transportation personnel, as appropriate, will meet periodically with the contractor to review the Contractor's performance. At these meetings the Director of Transportation will give the School Divisions evaluation of the Contractor's performance and the Contractor will advise the Director of Transportation of problems, if any, being experienced. The Contractor will also notify the Director of Transportation in writing of any work being performed, if any, that the Contractor considers over and above the contract requirements. Appropriate action shall be taken to resolve outstanding issues.
 - 2) Meetings shall be held more frequently during the first month of the contract period, and as needed, but not less than **quarterly** thereafter.
- K. Contractor shall be responsible for the exercise of complete quality control of all services provided under this agreement. Control measures to be taken by the contractor will include but are not limited to the immediate replacement of any officer who fails to meet minimum prerequisites as outlined in paragraph E and F and all other applicable provisions of these specifications.
- L. Contractor shall provide NNPS, current copies of TCF's (Training completion forms), and valid DCJS photo ID's for all Security officers prior to actual assignment of any officer used for service in fulfillment of the intent of these specifications.
- M. Contractor shall provide copy of Private Security Services Business License and Compliance Agent certification and any other training or certifications.

III. Buildings and Projected Annual Man Hours Requirements:

A. Permanent Security Officer Services:

- 1) Permanent Security officer services as referred to herein shall include any and all Security officer services where Security officer positioning requirements exist for a minimum of once weekly over a period of sixty (60) consecutive days. Security officer requirements of shorter time periods shall be considered a temporary security officer service.
- 2) A schedule of included buildings and/or facilities by address locations and projected annual man-hour requirements is provided in Attachment A.
- 3) Permanent security officer service requirements, as reflected herein, are subject to change, at the discretion of the Director of Transportation or his designee to meet the essential needs of Newport News Public Schools Transportation Department.

B. Programmed Holidays:

1. Newport News Public Schools scheduled holidays
 - a) Newport News Public Schools scheduled holidays:
 - b) First day of January (New Year's Day)
 - c) Third Monday in January (Martin Luther King Day)
 - d) Third Monday in February (Presidents Day)
 - e) Spring Break (Various days)
 - f) Last Monday in May (Memorial Day)
 - g) Fourth Day of July (Independence Day)
 - h) First Monday in September (Labor Day)
 - i) Thanksgiving Holiday (Various days)
 - j) Winter Break (Approximately Last week and a half of December varies)
2. Contractor may be requested to provide periodic random or unscheduled monitoring of Transportation Bus parking sites during some holiday periods and extended periods of school closure. These requests shall be made by the Director of Transportation or his designee.
3. No differential in pay for Federal, State, or Local Holidays shall be made under the provisions of this contract.

C. Special Events and Emergency Operations:

1. Contractor shall in addition to providing permanent security officer services shall have available other registered and qualified security officers on an "as needed basis" for Special Events and Emergency Operations. A sufficient number of temporary security officers to establish and maintain two (2) twenty-four (24) hour security officer operational shifts to meet Newport News Public Schools special events and emergency operations contingencies. Contractor must be able to comply with special event contingencies within **eight (8) hours** of notification and emergency operations contingencies within **three (3) hours** of notifications.

D. All Transportation Bus Lots:

1. For intent of these specifications, the following are Bus Lot site location addresses:
 - a) SCOT Transportation, 715 Hogan Drive, Newport News, VA 23606
 - b) Reservoir Bus Lot, 420 Industrial Park Drive, Newport News, VA 23608
 - c) Newsome Park Bus Lot, 4100 Marshall Avenue, Newport News, VA 23607
2. Specific duties as specified by the Director of Transportation or his designee.
3. Contractor acknowledges and certifies that it understands that the following acts by the contractor, employees, and/or agents performing services on NNPS property are prohibited.
 - a) Use of tobacco products.
 - b) Unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and
 - c) Any impairment or incapacitation from the use of alcohol or other drugs (except the use or drugs for legitimate medical purposes).
4. Contractor further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by NNPS in addition to any criminal penalties that may result from such conduct.

E. Projected Security Man-hour Requirements:

Site Location	Monday	Tuesday	Wednesday	Thursday	Friday	V T
NNPS Transportation SCOT	6 PM-10:30 PM	6 PM-11:00 PM	6 PM-11:00 PM	6 PM-11:00 PM	6 PM-11:30 PM	
(Min. Hours required)	4.5	5.0	5.0	5.0	5.5	2
NNPS Transportation Reservoir Lot	6 PM-10:30 PM	6 PM-11:00 PM	6 PM-11:00 PM	6 PM-11:00 PM	6 PM-11:30 PM	
(Min. Hours required)	4.5	5.0	5.0	5.0	5.5	2
NNPS Transportation Newsome Park	6 PM-10:30 PM	6 PM-11:00 PM	6 PM-11:00 PM	6 PM-11:00 PM	6 PM-11:30 PM	
(Min. Hours required)	4.5	5.0	5.0	5.0	5.5	2
NOTE: Hours will fluctuate based on athletic season.						

F. Minimum Personnel Requirements:

- a) Contractor shall employ and maintain a sufficient number of qualified and registered security officers to perform all security officer services required by NNPS.
- b) Contractor shall have minimum of twelve (12) qualified and registered security officers on company/agency payroll prior to start of this contract.
- c) All new officers or reassigned officers coming on to the contract shall provide current TCF's, certifications and driver's license showing minimum age of twenty-one (21) required.
- d) All security officers furnished in support of the intent and requirements of these specifications shall:
 - 1) Must be a minimum of twenty-one (21) years of age and maximum of fifty-five (55) years of age.

- 2) Shall be capable of standing for a long period of time, walking or running for short distance as well as possess an acceptable level of agility, stamina and overall good physical health.
- 3) Must be in compliance with Code of Virginia 9.1-139 subsection J at all times.
- 4) Shall be proficient in basic verbal and written communication skills in the English language.
- 5) Shall be registered unarmed security officer with DCJS.
- 6) Shall have a minimum High School diploma or GED.
- 7) Shall have a minimum of one (1) year experience as a security officer or equivalent duties.
- 8) Shall meet acceptable standards of personal cleanliness and neatness, bearing and demeanor as provided in the SOP (Standard Operating Procedures) manual.
- 9) Supervisory personnel must have a minimum of 3-5 years experience as a security officer in a supervisory capacity or equivalent duties.

IV. SPECIAL INSTRUCTIONS TO THE OFFEROR

Definitions:

Issuing Office:

Wherever used in this Request for Proposal, Issuing Office will be:

Linda H. Hodges, CPPB, Buyer
Purchasing Department
12465 Warwick Boulevard
Newport News, VA 23606-3041
Phone: (757) 591-4533
Fax: (757) 591-4634
Email: linda2.hodges@nn.k12.va.us

Contract Administrator:
Frank Labrecque, Executive Director
Transportation Department
715 Hogan Drive
Newport News, VA 23606
Phone: 757-881-5052 ext:122
Fax: 757-249-8238
Email: franklabrecque@nn.k12.va.us

Contact with NNPS Staff, Representatives, and/or Agents:

Direct contact with NNPS staff, representatives, and/or agents other than Purchasing Department staff on the subject of this RFP or any subject related to this RFP is expressly prohibited except with the prior knowledge and permission of the Purchasing Agent.

Pre-Proposal Conference:

A Pre-Proposal conference will be held in the NNPS Purchasing Department located in the NNPS Administration Building at 12465 Warwick Boulevard, Newport News, Virginia, on **Thursday, July 17, 2008 at 10:00 A.M.** to answer any questions regarding this RFP. Any changes determined necessary as a result of this conference or any other source that may affect the responses to the Proposal will be formally addressed by the Issuing Office via addenda. Attending this conference is not mandatory, but is advisable.

Site Visits:

It is highly encouraged that offerors view the sites prior to submitting a proposal. Offerors shall contact Ellen Charles @ (757)881-5052 ext: 105 to schedule appointment. The purpose of the site visit is for viewing only. **Questions will not be answered.** Refer to the "Question" section of the RFP.

Offerors of Record:

Offerors receiving a copy of this RFP from a source other than the Issuing Office via www.DemandStar.com must contact the Issuing Office and provide Offeror's name, address, contact person, telephone and fax number, and the RFP Item Number. Offeror will be added to the DemandStar Planholders' list and will receive notification of any addenda to the RFP.

Questions:

Offerors must submit questions regarding the Request For Proposal in writing to the Issuing Office at (757) 591-4525 no later than **4:30 PM EST July 18, 2008**. Necessary replies will be issued to all Offerors of record as addenda that shall become part of the contract documents. Oral instructions do not form a part of the Proposal documents.

Offeror is responsible for checking the www.DemandStar.com web site or contacting the Issuing Office within 48 hours prior to Proposal closing to secure any addenda issued for this RFP.

Changes or Modifications:

Changes or modifications to this Request for Proposals made prior to the date and time of closing will be addressed by addenda from the Issuing Office. Offerors are to acknowledge receipt of addenda in the space provided on the cover page of this Request for Proposal. Oral communications are not a part of the Proposal documents. This RFP and any addenda shall be incorporated, by reference, into any resulting contract.

RFP Closing:

Offeror shall ensure its Proposal is time stamped by the Issuing Office no later than the Closing Date and Time shown on the cover page of this Information for Proposal. Proposals received after the specified date and time (time stamped 2:01 P.M. or later) will not be considered and will be returned to the Offeror unopened.

Proposal Submittal Requirements:

1. Each Proposal submission shall be submitted to the Issuing Office and shall include the following documents:
 - a. The cover page of this Request for Proposal, which will contain:
 - 1) Original signature of an agent authorized to bind the company;
 - 2) Requested contact information;
 - 3) Company FEI/TIN number; and,
 - 4) Acknowledgment of any addenda on page one (1);
 - b. Completed and signed anticollusion/nondiscrimination clauses on page 2;
2. Offerors are encouraged to submit their Proposals on recycled paper and to use double-sided copying.
3. Proposals must be submitted utilizing the following requirements:
 - a. Offerors shall submit proposals in a sealed envelope or package, and label the envelope or package with the Request for Proposal's item number and the name and address of the Offeror. Proposals received by telephone, telegraph, facsimile, or any other means of electronic transfer shall not be accepted.
 - b. Submit the original and four (4) copies of the proposal.
 - c. All proposals shall be received and time stamped in the Issuing Office no later than the Closing Date and Time shown on the cover page of this Request for Proposal. Any proposal received after the specified date and time (2:01 PM EST or later) will not be considered and will be returned to the Offeror unopened.
 - d. Proposals must include all elements noted in the "Preparation of Proposals" section below.
 - e. Include a statement setting forth the basis for protection of proprietary information, if any, as detailed in the "Proprietary Information/Disclosure" section.
 - f. Proposals are to be organized in the following tabs:
 - Tab 1 – Experience
 - Tab 2 – Services to be provided

- Tab 3 – Capabilities and Skills
- Tab 4 – Costs
- Tab 5 – Exceptions
- Tab 6 – Proposed alternatives to NNPS requirements

Evaluation of Proposals:

1. After the proposal opening, NNPS will select for further consideration two or more Offerors deemed to be fully qualified and best suited among those submitting proposals based on Offerors' responses to the information requested in this RFP.
2. The following criteria will be used in the evaluation process:
 - a. Offeror's experience in providing the services requested;
 - b. Offeror's capability and skills to perform the services required;
 - c. Services to be provided by the Offeror; and
 - d. Cost
3. Exceptions/Alternatives will also be considered.
4. Based on the initial evaluation, NNPS may request the selected Offerors to make oral presentations. Thereafter, NNPS will conduct negotiations with each of the selected short-listed Offerors. Individuals representing the Offeror during negotiations shall have the authority to negotiate and contractually bind the company to a contract.
5. After negotiations are completed, NNPS will select the Offeror who, in NNPS's opinion, has made the best proposal and shall award the contract to that Offeror (referred to in this RFP as the Successful Offeror). Should NNPS determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.
6. NNPS is not required to furnish a statement of the reason(s) why a proposal was not deemed to be the most advantageous.

Presentation/Demonstration:

If in NNPS's opinion, vendor presentations or demonstrations of the Offeror's proposed system's features and capabilities are warranted, NNPS will notify the appropriate vendors. Such presentation or demonstration will be at an NNPS site at a date and time mutually agreed to between NNPS and Offeror and will be at the Offeror's expense.

Preparation of Proposals:

In presenting their proposals, Offerors are encouraged to be thorough in addressing the Specific Requirements, the Preparation Guidelines, and the Proposal Submittal Requirements as outlined in this RFP.

To facilitate the NNPS's evaluation of Offeror's proposal, Offeror is to number all pages of its proposal and provide tabs as indicated above. Offeror must fully address each of the following items and submit proposals using the following format:

1. Experience - Provide a concise description of all work experiences as they relate to the scope of work outlined herein. Said description should include, but not be limited to:
 - a. Offeror's established experience record in providing comparable services to organizations similar to NNPS.
 - b. Number and types of customers the Offeror has served with comparable services.
 - c. Number of years Offeror has been providing these types of services.
 - d. A minimum of five (5) references for which Offeror has completed services comparable to those described in this RFP. Include references for work performed in an environment comparable to NNPS's. For each reference, detail:
 - ☐ Name of firm;
 - ☐ Address of firm;
 - ☐ Name, title, address, e-mail address, and phone and fax number of a contact for the firm;
 - ☐ Number of years Offeror has served the firm; and
 - ☐ Brief summary of scope of services provided.
 - e. Information detailing projects of similar scope Offeror is currently engaged in, including:
 - ☐ Name of firm;
 - ☐ Address of firm;
 - ☐ Name, title, address, e-mail address, and phone and fax number of a contact for the firm;

- ☐ Number of years Offeror has served the firm; and
 - ☐ Brief summary of scope of services being provided.
 - f. Other available documentation to verify Offeror's experience.
 - g. A statement detailing why the Offeror is the best candidate to provide the NNPS with the services requested in this RFP.
2. Capability and skill - Describe the qualifications and skills of the organization to provide the services. Said description should provide, but not be limited to, the following information:
- a. Background information about the organization, e.g., philosophy, ownership, size, facilities and locations, etc.
 - b. Offeror's management structure of the firm -- e.g. organization chart of the firm, project team, etc.
 - c. Size and location of the office that will serve the NNPS;
 - d. Offeror's qualifications to perform the services, including all resources available to Offeror for the performance of the contract.
 - e. Qualifications and resumes of the team to be assigned to the NNPS account and other employees who will be managing and performing the services under this contract.
 - f. Name, title, address, e-mail address, phone and fax numbers, and work hours of the Offeror's Contract Representative for the following functions:
 - ☐ Contact for prompt contract administration upon award of the contract;
 - ☐ Contact during the period of evaluation;
 - ☐ Authorized agent to accept any notices provided for in this contract.
 - g. Indicate the type of organization you represent, i.e. individual, partnership or corporation. If the Offeror is a corporation, list the names of the President, Vice-President, Secretary, Treasurer and all principals. If the Offeror is a partnership, include the names of all principals or partners.
 - h. A detailed history of all mergers or acquisitions.
 - i. A copy of the certificate verifying the firm is registered to do business in the Commonwealth of Virginia.
 - j. A detailed list of contractor licenses held, including license class and number.
 - k. Offeror's current financial condition. Provide supporting documentation and audited annual reports for the past three (3) years. If company is privately held, supply sufficient information to document the company's financial status and capability to perform under this contract. Include any financial ratings held by the firm.
 - l. If Offeror intends to subcontract any part of the work under this contract, indicate services to be subcontracted and subcontractor(s) to provide said services.
3. Services to be provided - Provide a detailed description of the services to be provided under this contract. Said description is to address, at a minimum:
- a. An introduction - An overview of Offeror's understanding of the scope of work and services to be provided.
 - b. Best practice approaches to providing services to the NNPS that enhance efficiency and effectiveness. Innovative solutions will be considered by the NNPS.
 - c. EACH of the Specific Requirements set forth under the Scope of Work specified in this RFP.
 - d. Detail of any assistance, equipment, or other items the Offeror will require the NNPS to furnish under this contract.
 - e. A statement explaining why the Offeror's proposed solution would be the most advantageous to the NNPS.
 - f. Describe the one attribute that places the Offeror ahead of the competition.
4. Cost
- a. Provide all costs and the pricing structure to be charged to NNPS and its employees for the services proposed under the RFP. Must include all fees and service charges involved. Offeror is to provide as an attachment any additional pricing information or alternative pricing structures offered.
 - b. Offeror's prices will be subject to negotiations.
 - c. After negotiations and award of this contract, Successful Offeror's pricing for the services provided under this contract shall be a firm fixed-price during the term of the contract and any extensions.
5. Exceptions/Alternatives - Detail any exceptions taken to the Scope of Work and Terms and Conditions sections of this RFP. For each exception, specify the RFP page number, section number, and the exception

taken. Offeror is not incorporate its standard contract document into its proposal, by reference or in full text, without listing each exception it represents to the terms and conditions of this RFP, as described in the Exceptions/Alternatives section of this RFP.

Cost of Responding:

This solicitation does not commit NNPS to pay any costs incurred by the Offeror or any other party in the preparation and/or submission of proposals or in making necessary studies or designs for the preparation thereof, nor is NNPS obligated to procure or contract for such services.

V. GENERAL TERMS AND CONDITIONS

Contract Document:

This RFP, its addenda, Successful Offeror's proposal, any additional information requested, and negotiated changes and will constitute the final contract hereafter referred to as this "contract". These documents will be incorporated by reference into the NNPS purchase order awarding this contract. This contract shall be governed by the contract documents in the following order of precedence:

This RFP document;

Any negotiated changes to the foregoing documents; and Offeror's proposal.

Proposal Binding For One-hundred Twenty (120) Days:

Offeror agrees that its Proposal shall be binding and may not be withdrawn for a period of one-hundred (120) calendar days after the scheduled closing date of this Request For Proposals.

Proprietary Information/Non-Disclosure:

Offeror is advised that the Virginia Public Procurement Act (Section 2.2-4342, Code of Virginia, 1950 as amended) shall govern public inspection of all records submitted by Offeror. Specifically, if Offeror seeks to protect any proprietary data or materials, pursuant to Section 2.2-4342, Offeror shall:

1. Invoke the protections of this section prior to or upon submission of the data or other materials,
2. Provide a statement that identifies the data or other materials to be protected and that states the reasons why protection is necessary.
3. Submit trade secrets or other proprietary information under separate cover in a sealed envelope clearly marked "PROPRIETARY".
4. Information submitted that does not meet the above requirements will be considered public information in accordance with State statutes.
5. NNPS reserves the right to submit such information to the NNPS attorney for concurrence of the Offeror's claim that it is in fact proprietary.
6. References to the proprietary information may be made within the body of the Proposal; however, all information contained within the body of the Proposal shall be public information in accordance with State statutes.
7. Trade secrets or proprietary information submitted by an Offeror in conjunction with this RFP is not subject to public disclosure under the Virginia Freedom of Information Act (VFOIA).
8. Information submitted that does not meet the above requirements will be considered public information in accordance with the VFOIA.
9. An all-inclusive statement that the entire Proposal is proprietary is unacceptable. A statement that Offeror's costs and/or Proposal pricing are to be protected is unacceptable. Offeror will be requested to remove any such statement(s) in order to be eligible for further consideration.

Contract Modification(s):

After award, any and all modifications to this contract shall be mutually agreed to by both parties, in writing, and authorized by the NNPS Purchasing Agent or his designee via issuance of a change order (purchase order).

Offeror Obligation:

Offeror shall carefully examine the contents of this Request for Proposals and any subsequent addenda. Failure to do so shall not relieve the Successful Offeror of its obligation to fulfill the requirements of any contract awarded as a result of this RFP.

Conditions of Work:

Offeror shall inform itself fully of the conditions relating to services required herein. Failure to do so will not relieve a Successful Offeror of the obligation to furnish all goods and/or services necessary to carry out the provisions of this contract.

Prime Contractor:

If in its performance of this contract, Successful Offeror supplies goods or services by or through another party or subcontractor, Successful Offeror agrees that:

1. Successful Offeror shall act as the prime contractor for the goods and services to be provided under contract and shall be the sole point of contact with regard to all obligations under this contract.
2. Successful Offeror represents and warrants that Successful Offeror has made third parties or subcontractors aware of the proposed use and disposition of the other party's products or services, and that such other party has agreed in writing that it has no objection and that NNPS is not liable to such third parties or subcontractors for any work performed under this contract.
3. The use of subcontractors and the work they perform must receive the prior written approval of NNPS. NNPS will designate a Contract Administrator to approve such work.
4. Successful Offeror shall be solely responsible for all work performed and materials provided by subcontractors.
5. Successful Offeror shall be responsible for the liability of subcontractors for the types and limits required of the Successful Offeror under this contract.

Subcontractors:

Contractor's use of subcontractors and the work they are to perform must receive written approval from the Contract Administrator at least ten (10) calendar days prior to the work being performed. Contractor shall be solely responsible for all work performed and materials provided by subcontractors. Contractor shall be responsible for the liability of subcontractors for the types and limits required of the Contractor.

Non-Assignment:

Successful Offeror shall not assign its rights and duties under this Agreement without the prior written consent of the NNPS Contract Administrator.

Antitrust:

Any perceived anti-trust violation will be reported to the State Attorney General for possible enforcement of anti-trust laws.

Anticollusion/Nondiscrimination Requirements Form:

The attached "Anticollusion/Nondiscrimination Requirements" form, on page 2 of this RFP, shall be executed by Offeror and is to be submitted with Offeror's Proposal. The requirements set forth on said form shall be considered to be binding terms and conditions in any contract resulting from this RFP. A contract will not be awarded to an Offeror who has not signed the anticollusion/nondiscrimination statement.

Hold Harmless/Indemnification:

It is understood and agreed that Successful Offeror hereby assumes the entire responsibility and liability for any and all material damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Successful Offeror, its subcontractors, agents or employees under or in connection with this Contract or the performance or failure to perform any work required by this Contract. Successful Offeror agrees to indemnify and hold harmless NNPS and its agents, volunteers, servants, employees and officials from and against any and all claims, losses, or expenses, including reasonable attorney's fees and litigation expenses suffered by any indemnified party or entity as the result of claims or suits due to, arising out of or in connection with (a) any and all such damages, real or alleged, (b) the violation of any law applicable to this Contract, and (c) the performance of the work by Successful Offeror or those for whom Successful Offeror is legally liable. Upon written demand by NNPS, Successful Offeror shall assume and defend at Successful Offeror's sole expense any and all such suits or defense of claims made against NNPS, its agents, volunteers, servants, employees or officials.

Notices:

All notices, requests, demands, and elections under this contract, other than routine operational communications, shall be in writing and shall be deemed to have been duly given on the date when hand-delivered, or on the date of the confirmed facsimile transmission, or on the date received when delivered by courier that has a reliable system for

tracking delivery, or six (6) NNPS business days after the date of mailing when mailed by United States mail, registered or certified mail, return receipt requested, postage prepaid. All notices shall be addressed to the following individuals:
To NNPS: NNPS Contract Administrator as designated in this RFP.

To Successful Offeror: Successful Offeror's Contract Administrator as defined in Successful Offeror's Proposal.

Either party may from time to time change the individual(s) to receive notices and/or its address for notification purposes by giving the other party written notice as provided above.

Non-Performance:

1. Delivery Delays: NNPS reserves the right to procure goods and/or services to be provided under this contract from other sources in the event Successful Offeror fails to deliver such goods and/or service deliverables in accordance with delivery dates and time frames set forth in this contract.
2. Unacceptable Deliveries (Rejections): Upon notification by NNPS that goods and/or service deliverables provided by the Successful Offeror under this contract are damaged and/or not of the quality specified by NNPS, such goods and/or service deliverables will be rejected. Successful Offeror shall replace such rejected goods and/or service deliverables immediately or within a reasonable time as determined by NNPS.
3. Successful Offeror shall remove all rejected materials, equipment or supplies from the premises of NNPS within ten (10) days of notification. Rejected goods and/or service deliverables not removed from NNPS' premises within ten (10) days will be regarded as abandoned, shall become the property of NNPS, and NNPS shall have the right to dispose of such items.
4. NNPS reserves the right to authorize immediate purchase from other sources against rejections.
5. Liability: Successful Offeror shall be liable to NNPS for all costs incurred by NNPS as a result of Successful Offeror's failure to perform in accordance with the contract. Successful Offeror's liability shall include, but not be limited to:
 - a. Damages and other delay costs, to include costs to procure goods/services from alternate suppliers.
 - b. Increased costs of performance, such as extended overhead and increased performance costs resulting from performance delays caused by Successful Offeror and/or rejections of Successful Offeror's goods and/or service deliverables.
 - c. Warranty and rework costs, liability to third party, excess costs, attorney's fees and related costs incurred by NNPS due to non-responsive performance of Successful Offeror.

Termination Without Cause:

NNPS may at any time, and for any reason, terminate this Contract by written notice to Successful Offeror specifying the termination date, which shall be not less than thirty (30) days from the date such notice is mailed. Notice shall be given to Successful Offeror by certified mail/return receipt requested, addressed to the Successful Offeror's Contract Administrator. In the event of such termination, Successful Offeror shall be paid such amount as shall compensate Successful Offeror for the work satisfactorily completed, and accepted by NNPS, at the time of termination. If the event NNPS terminates this Contract, Successful Offeror shall withdraw its personnel and equipment, cease performance of any further work under this Contract, and turn over to NNPS any work completed or in process for which payment has been made.

Termination With Cause/Breach:

In the event that Successful Offeror shall for any reason or through any cause be in default of the terms of this Contract, NNPS may give Successful Offeror written notice of such default by certified mail/return receipt requested, addressed to the Successful Offeror's Contract Administrator. Unless otherwise provided, Successful Offeror shall have ten (10) days from the date such notice is mailed in which to cure the default. Upon failure of the Successful Offeror to cure the default, NNPS may immediately cancel and terminate this Contract as of the mailing date of the default notice. Upon termination, Successful Offeror shall withdraw its personnel and equipment, cease performance of any further work under the Contract, and turn over to NNPS any work in process for which payment has been made. In the event of violations of law, safety or health standards and regulations, this Contract may be immediately cancelled and terminated by NNPS and provisions herein with respect to opportunity to cure default shall not be applicable.

Breach of Contract:

Successful Offeror shall be deemed in breach of this contract if the Successful Offeror:

Fails to comply with any terms of this contract;

Fails to cure such noncompliance within ten (10) calendar days from the date of the NNPS written notice or such other time frame, greater than ten (10) calendar days, specified by the NNPS Contract Administrator in the notice.

Fails to submit a written response to NNPS's notification of noncompliance within ten (10) calendar days after the date of the NNPS notice.

All notices under this contract shall be submitted, either by fax or certified mail, return-receipt requested, to the respective contract administrator. Successful Offeror shall not be in breach of this contract as long as its default was due to causes beyond the reasonable control of and occurred without any fault or negligence on the part of both the Successful Offeror and its subcontractors. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of NNPS in its sovereign capacity, fires, floods, epidemics, strikes, freight embargoes, and unusually severe catastrophic weather such as hurricanes.

Applicable Law:

This Contract shall be deemed to be a Virginia contract and shall be governed as to all matters whether of validity, interpretations, obligations, performance or otherwise exclusively by the laws of the Commonwealth of Virginia, and all questions arising with respect thereto shall be determined in accordance with such laws. Regardless of where actually delivered and accepted, this Contract shall be deemed to have been delivered and accepted by the parties in the Commonwealth of Virginia.

Compliance With All Laws:

Successful Offeror shall comply with all federal, state and local statutes, ordinances, and regulations now in effect or hereafter adopted, in the performance of this contract. Successful Offeror represents that it possesses all necessary licenses and permits required to conduct its business and/or will acquire any additional licenses and permits necessary for performance of this contract prior to the initiation of work. If the Successful Offeror is a corporation, Successful Offeror further expressly represents that it is a corporation of good standing in the Commonwealth of Virginia and will remain in good standing throughout the term of the contract and any extensions. All City of Newport News business license, personal property, real estate and other applicable tax requirements shall be met by Successful Offeror.

Venue:

Venue shall be in the Circuit Court of the City of Newport News, Virginia, and the United States District Court for the Eastern District of Virginia, Norfolk Division, compliant with applicable laws and regulations, as deemed appropriate by NNPS.

Severability:

If any provision of this contract is found by any court of competent jurisdiction to be invalid or unenforceable, the invalidity of such provision shall not affect the other provisions of this contract, and all other provisions of this contract shall remain in full force and effect.

Non-Appropriation of Funds:

It is understood and agreed between the parties herein that NNPS shall be bound hereunder only to the extent that the funds shall have been appropriated. In the event no funds or insufficient funds are appropriated, NNPS shall immediately notify the Successful Offeror of such occurrence and this Contract shall terminate on the last day funds are available without penalty or expense to NNPS of any kind whatsoever.

Tax Exemption:

NNPS is exempt from federal excise tax and from all State and local taxes. Successful Offeror shall not include such taxes in any invoices under this agreement. Upon request, NNPS will furnish the Successful Offeror with tax exemption certificates or the NNPS tax exempt number.

Vendor's Invoices:

Successful Offeror shall submit to NNPS all invoices promptly upon completion of the requirements for installation, delivery, and acceptance of the Products and Services required under this contract. Invoices shall not include any costs other than those identified in the executed NNPS purchase order awarding this contract or any subsequent change orders issued by the NNPS Purchasing Division. All shipping costs are the Successful Offeror's responsibility, except to the extent such charges are identified in the executed NNPS purchase order or change orders. Successful Offeror's invoices shall provide at a minimum:

Type and description of the Product or Service installed, delivered and accepted;

Serial numbers, if any;

Quantity delivered;

Charge for each item;

Extended total (unit costs x quantity);

This RFP number and the NNPS Purchase Order Number.

Contractual Disputes:

Any dispute concerning a question of fact as a result of a contract with NNPS which is not disposed of by agreement shall be decided by the NNPS Purchasing Agent, who shall reduce his decision to writing and mail or otherwise forward a copy thereof to the contractor within thirty (30) days. The decision of the NNPS Purchasing Agent shall be final and conclusive unless the contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in the Code of Virginia. A contractor may not institute legal action, prior to receipt of the public body's decision on the claim, unless the public body fails to render such decision within the time specified. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty days after final payment; however, written notice of the contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

Warranty/Guarantee:

Successful Offeror guarantees against defective or faulty material or workmanship for at least one (1) year or for the manufacturer's standard warranty period, whichever is greater, from date of acceptance by NNPS. To furnish adequate protection from damage for all work and to repair damages of any kind for which Successful Offeror or Successful Offeror's workmen are responsible, to the building or equipment, to Successful Offeror's own work, or to the work of others. Any merchandise or service provided under the contract which is or becomes defective during the warranty period shall be replaced by the Successful Offeror free of charge with the specific understanding that all replacements shall carry the same guarantee as the original equipment or service (one year or manufacturer's standard warranty period, whichever is greater, from the date of acceptance of the replacement). Successful Offeror shall make any such replacement immediately upon receiving notice from NNPS.

Payment Terms:

To be eligible for payment, all labor, equipment and materials covered under Successful Offeror's invoice must be completed and accepted by NNPS. NNPS agrees to make payments under this contract within thirty (30) days after receipt of a correct invoice for such payment. Where payment is made by mail, the date of postmark shall be deemed to be the date of payment. Any amounts due NNPS under the terms of this or any other agreement may be applied against Successful Offeror's invoices with documentation for the basis of the adjustment attached. In no event shall any interest penalty or late fee accrue when payment is delayed because of disagreement between NNPS and Successful Offeror regarding the quantity, quality, time of delivery, or other noncompliance with the contract requirements for any Product or Service or the accuracy or correctness of any invoice. Payment terms offering a "prompt payment discount" of 20 days or greater will be considered in the evaluation of Proposals. All other payment terms shall be net thirty (30) calendar days or greater. Payment terms not specified by Offeror shall be Net 45 days.

Special Educational or Promotional Discounts

Successful Offeror shall extend any special educational or promotional sale prices or discounts immediately to NNPS during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.

Prompt Payment:

NNPS will promptly pay for completed, delivered goods or services accepted under this Contract by the payment date established. The required payment date will be either: (i) the date on which payment is due under the terms of this Contract for the provision of the goods or services; or (ii) if a date is not established by this Contract, not more than forty-five (45) days after goods or services are received or not more than forty-five (45) days after the invoice is rendered, whichever is later.

Within twenty (20) days after the receipt of the invoice or goods or services, NNPS shall notify the supplier of any defect or impropriety that would prevent payment by the payment date. Should NNPS fail to pay the Contractor by the pay date, finance charges may be assessed by the Contractor. Unless otherwise provided under the terms of this Contract, interest will accrue at the rate of one percent (1%) per month. This will not apply to late payment provisions in any public utility tariffs or public utility negotiated Contracts. Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

In cases where payment to Contractor is made by mail, the date of postmark shall be deemed to be the date payment is made for purposes of this Contract.

Individual Contractors shall provide to NNPS their social security numbers and proprietorships, partnerships, and corporations to provide their federal employer identification numbers.

Within seven (7) days after Contractor receives payment from NNPS, Contractor shall take one or more of the following actions:

1. Pay all subcontractors for the proportionate share of the total payment received from NNPS attributable to the work performed by the subcontractors under this Contract;
2. Notify NNPS and all affected subcontractors, in writing, of Contractor's intention to withhold all or a part of each affected subcontractor's payment including the reason for nonpayment.
3. Pay interest to the subcontractor on all amounts owed by the Contractor that remain unpaid after (7) seven days following receipt by the Contractor of payment from NNPS for work performed by the subcontractor under that Contract, except for amounts withheld, as allowed in #2 above.

A Contractor's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this section shall not be construed to be an obligation of NNPS. A Contract modification will not be made for the purpose of providing reimbursement by NNPS for interest charges owed by Contractor. A cost reimbursement claim to NNPS shall not include any amounts for reimbursement of interest charges owed by Contractor.

Audits:

NNPS shall have the right to audit all books and records (in whatever form they may be kept, whether written, electronic or other) relating or pertaining to this Contract (including any and all documents and other materials, in whatever form they may be kept, which support or underlie those books and records), kept by or under the control of Successful Offeror, including, but not limited to those kept by Successful Offeror, its employees, agents, assigns, successors and subcontractors. Successful Offeror shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this Contract and for at least three years following the completion of this Contract, including any and all renewals thereof. The books and records, together with the supporting or underlying documents and materials shall be made available, upon request, to NNPS, through its employees, agents, representatives, contractors or other designees, during normal business hours at Successful Offeror's office or place of business in Newport News, Virginia. In the event that no such location is available, then the books and records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location in Newport News, Virginia, which is convenient for NNPS. This paragraph shall not be construed to limit, revoke, or abridge any other rights, powers, or obligations relating to audit which NNPS may have by state, city, or federal statute, ordinance, regulation, or agreement, whether those rights, powers, or obligations are express or implied.

Notice of Award:

Any contract resulting from this RFP will be publicly posted for inspection in the NNPS Purchasing Department, 12465 Warwick Boulevard, Newport News, Virginia.

Award:

NNPS intends to award a contract to a fully qualified Offeror submitting the best proposal based on the criteria set forth herein and as determined by NNPS in its sole discretion. At NNPS' sole discretion, NNPS may reject any or all proposals in whole or in part if such action is determined to be in NNPS' best interest. NNPS reserves the right to enter into any contract deemed to be in its best interest, including the award of this contract to more than one contractor.

Disposition of Proposals:

All materials submitted in response to this RFP will become the property of the NNPS. One (1) copy of each proposal will be retained for official files, will become a matter of public record after award of the contract, and will be open to public inspection subject to the Proprietary Information/Disclosure section of this RFP.

Exclusivity:

Any contract resulting from this RFP shall be exclusive with the following exceptions:

NNPS reserves the right to procure goods/services under this contract from a third party in the event of the following:

Contractor is unable to provide goods or required services within the required delivery time.

Contract is unable to provide the required quantities of goods requested.

NNPS volume demands exceed original intent of the contract.

VI. SPECIAL TERMS AND CONDITIONS

Contract Term:

This contract term shall be for one (1) year, commencing on the date of award.

Contract Extension:

This contract may be extended upon mutual agreement of both parties for four (4) additional, one-year periods, upon the same prices, terms, and conditions set forth in the negotiated contract resulting from this RFP.

Time is of the Essence:

Time is of the essence in this Contract. Successful Offeror expressly acknowledges that in the performance of its obligations, NNPS is relying on timely performance and will schedule operations and incur obligations to third parties in reliance upon timely performance by Successful Offeror and may sustain substantial losses by reason of untimely performance.

Insurance:

Successful Offeror shall submit to the NNPS Contract Administrator Certificates of Insurance, prior to beginning work under this contract and no later than ten (10) days after award of the contract.

All policies of insurance required herein shall be written by insurance companies licensed to conduct the business of insurance in Virginia, and acceptable to NNPS, and shall carry the provision that the insurance will not be cancelled or materially modified without thirty days (30) prior written notice to NNPS.

The certificates of insurance shall list NNPS, 12465 Warwick Boulevard, Newport News, Virginia, 23606-0130, as the additional insured for the specified project as outlined in this RFP.

Insurance shall be maintained during the entire term of the contract and any extensions and shall be of the following forms and limits:

<u>Forms</u>	<u>Limits</u>
Workers' Compensation	Statutory
Automobile Liability	\$1,000,000 Combined Single Limit
Commercial General Liability, including Contractual Liability and Products and Completed Operations Coverage	\$1,000,000 Combined Single Limit
Umbrella/Excess Liability	\$1,000,000

The establishment of minimum limits of insurance by NNPS does not reduce or limit the liability or responsibilities of the Successful Offeror.

Unauthorized Disclosure of Information:

Successful Offeror shall assume the entire responsibility and liability for any and all damages caused by or resulting from or arising out of the negligent or willful unauthorized disclosure of confidential information on the part of the Successful Offeror, its subcontractors, agents or employees under or in connection with this contract. The Successful Offeror shall save harmless and indemnify NNPS and its agents, volunteers, servants, employees and officers from and against any and all claims, losses or expenses, including but not limited to attorney's fees, which either or both of them may suffer, pay or incur as the result of claims or suits due to, arising out of or in connection with, any and all such unauthorized disclosures, real or alleged. The Successful Offeror shall, upon written demand by NNPS, assume and defend, at the Successful Offeror's sole expense, any and all such suits or defense of claims alleging unauthorized disclosures of confidential information.

Any negligent or willful unauthorized disclosure of confidential information on the part of the Successful Offeror, its subcontractors, agents or employees under or in connection with this contract shall constitute a breach of the terms of this contract. NNPS may proceed by appropriate court action, including seeking injunctive relief, to prevent continuing unauthorized disclosures, and Successful Offeror shall save harmless and indemnify NNPS for court costs, litigation expenses and attorney's fees that it may pay or incur as the result of seeking to prevent or stop any and all unauthorized disclosures of confidential information.

Copyright/Patent Indemnity:

Successful Offeror shall pay all royalty and license fees relating to the items covered by this contract. In the event any third party shall claim that the manufacture, use and sales of the goods supplied under this contract constitute an infringement of any copyright, trademark, or patent, the Successful Offeror shall indemnify NNPS and hold NNPS harmless from any cost, expense, damage or loss incurred in any manner by NNPS on account of any such alleged or actual infringement.

Cooperative Procurement

Section 2.2-4304 Code of Virginia (VPPA) will apply to this solicitation. Other Public Bodies may utilize any contract(s) issued pursuant to this solicitation by placing its own order(s) directly with the successful Offeror (s). Newport News Public Schools acts only as the issuing agent and is not responsible for placement of orders, payment or discrepancies of other participating Public Bodies.